



ANITA M. BOCK
Director

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Room 205 -- Los Angeles, California 90020
(213) 351-5602

June 11, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER ONE EXTENDING AGREEMENT
NUMBER 73907 FOR ENHANCED COMMUNITY FAMILY PRESERVATION
SERVICES WITH THE SHIELDS FOR FAMILIES PROJECT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment Number One to Agreement Number 73907 with The Shields for Families Project (Shields), to extend the term of the Agreement for three months for the continuation of enhanced community family preservation services effective July 1, 2002, through September 30, 2002, at no additional cost. The existing maximum contract sum of \$114,086 is 100% financed by State/Federal revenue. The FY 2002-03 Proposed County Budget includes sufficient funding for this Amendment to the Shields Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Agreement expires June 30, 2002. Approval of the recommended action will enable Shields to continue to provide enhanced community family preservation services through September 30, 2002, until the available funding is fully utilized. Services will be provided to consenting families who have unsubstantiated allegations of child abuse or neglect, but are determined to be at risk and in need of preventative services, reside in the City of Compton or adjacent communities, and are referred to Shields by Department of Children and Family Services' (DCFS) Region VII Lakewood office.

Implementation of Strategic Plan Goals

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The recommended action is consistent with the principles of the County Strategic Plan - Goal #1-Service Excellence, Strategy #2-Design Seamless Service Delivery System, Goal #4-Fiscal Responsibility, and Goal #5-Children and Families' Well-Being, Strategy #1-Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries. Execution of this amendment will provide continued access to network services and enhanced community family preservation services and allow for full utilization of available funding.

FISCAL IMPACT/FINANCING

The amendment extends the term of the agreement with no change in the contract amount. There is no additional cost in this Amendment Number One. The cost of the Agreement with Shields is \$114,086 and is 100% financed by the Community-Based Family Resource and Support (CBFRS) grant which is administered by the California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP).

Sufficient funding is included in the FY 2002-03 Proposed County Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided by Shields is known as the Compton Demonstration Project. The Compton Demonstration project is funded with CBFRS grant funds through the CDSS Office of Child Abuse Prevention. Agreement Number 73907 was adopted by your Board on February 12, 2002. DCFS has contacted the CDSS Office of Child Abuse Prevention and requested that DCFS be allowed to extend the Agreement term. The CDSS Office of Child Abuse Prevention has given DCFS approval for this extension and the use of funds.

Therefore, pursuant to Section 12.0, Changes and Amendments of the Agreement, a written Amendment is prepared, signed by the contractor, and submitted to your Board for consideration and, if approved, execution.

This Amendment Number One includes the new provisions for Consideration of Hiring Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants, and Compliance with Jury Service Program Provision. Shields is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The CAO has reviewed and approved this Board Letter. County Counsel has reviewed this Board Letter and approved the attached Amendment Number One as to form.

CONTRACTING PROCESS

There is no additional contracting process applicable to Amendment Number One.

IMPACT ON CURRENT SERVICES

Amendment Number One will allow Shields to continue to serve the needs of families that otherwise would not be served. Approximately two hundred (200) families are serviced under this Agreement.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped Board Letter and attachments to: Department of Children and Family Services, Contract Administration, 425 Shatto Place, Room 205, Los Angeles, CA 90020, Attn: Theresa Wisda, Manager.

1. Office of County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754
Attn: Kathleen Felice, Senior Deputy County Counsel
2. The Shields for Families Project
12714 S. Avalon Blvd.
Los Angeles, CA 90061
Attn: Kathryn Icenhower, Executive Director

Respectfully submitted,

ANITA M. BOCK, Director

AMB:nr

Attachment (1)

- c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

AMENDMENT NUMBER ONE

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE SHIELDS FOR FAMILIES PROJECT

"a/k/a Shields for Families Project, Inc."

FOR

AGREEMENT NUMBER 73907

FOR

ENHANCED COMMUNITY FAMILY PRESERVATION SERVICES

**AMENDMENT NUMBER ONE
FOR ENHANCED COMMUNITY FAMILY PRESERVATION SERVICES**

Amendment Number One to Agreement Number 73907 entered into by and between the County of Los Angeles, hereafter "COUNTY" and The Shields for Families Project a/k/a Shields for Families Project, Inc., hereafter "CONTRACTOR", for provision and administration of Enhanced Community Family Preservation Services entered into on February 12, 2002, and amended this _____ day of _____ 2002.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. Section 1.0, APPLICABLE DOCUMENTS, subsection 1.3 is revised to add:

Exhibit M -Jury Service Program Certification
 -Los Angeles County Code 2.203 (Jury Service Program)

2. Section 3.0, TERM AND TERMINATION, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on date of execution by COUNTY Board of Supervisors and shall continue through September 30, 2002, unless terminated earlier as provided herein.

3. Section 11.0, NOTICES is amended to read:

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Anita M. Bock, Director
Department of Children and Family Services
425 Shatto Place
Los Angeles, California 90020
Attention: Theresa Wisda, Manager
Contract Administration

All notices to CONTRACTOR shall be sent to CONTRACTOR

The Shields for Families Project
Kathryn Icenhower, Executive Director
12714 S. Avalon Blvd.
Los Angeles, CA 90061

Phone: (323) 242-5000
Fax: (323) 242-5011

OR

Such other place as may hereinafter be designated in writing by the CONTRACTOR.

11.2 All Notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or of a co-partner, or if the CONTRACTOR is a corporation, of an officer or member of the corporation, or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.

11.3 CONTRACTOR shall notify COUNTY as provided in Section 11.1 when expenditures under this Agreement total seventy-five per cent (75%) of the Maximum Contract Sum. CONTRACTOR shall also notify COUNTY as provided in Section 11.1 when the Agreement is within two (2) months of expiration.

4. Section 38.0 CONSIDERATION OF HIRING GAIN PARTICIPANTS is deleted in its entirety and replaced with the following:

38.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues to Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

38.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
14355 Roscoe Blvd.

Panorama City, CA 91402

Region II – West San
Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon County, CA 91351

Region II – West San Fernando
Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel
Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West
County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West
County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA
90221

Region VI – Southeast County
560 Bandini Blvd.
City of Bell, CA 90201

Region VII – East San
Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

- 38.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).
- 38.4 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

5. **Section 39.0, COUNTY LOBBYIST is deleted in its entirety and replaced with the following:**

**39.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

6. Section 49.0, COMPLIANCE WITH JURY SERVICE PROGRAM is added to read:

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit M and incorporated by reference into and made a part of the Contract.

49.1 Written Employee Jury Service Policy

49.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

49.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

49.1.3 CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

49.1.4 CONTRACTOR's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

7. Exhibit A, Statement of Work, Page 3., 6.0, CONTRACTOR PERSONNEL REQUIREMENTS, Subsection 6.3 is amended to read:

6.3 One of the two case managers will be bilingual in Spanish.

EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73907 FOR
ENHANCED COMMUNITY FAMILY PRESERVATION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to Agreement Number 73907 to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer on the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

THE SHIELDS FOR FAMILIES PROJECT
a/k/a Shields for Families Project, Inc.
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax I.D. Number _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN, COUNTY COUNSEL

By _____
County Counsel

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)